

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

FORMAL COMPLAINT OF

JAMES COOKE VS. DELAWARE POWER & LIGHT

PSC. Docket No. 19-0279

AMENDED FORMAL COMPLAINT AGAINST DELMARVA POWER AND RESPONSE TO DELMARVA'S  
ANSWER TO THR FORMAL COMPLAINT

James Cooke

35764 Atlantic Av. #945

Ocean View, De. 19970

302-236-0916

[Kcooke352@aol.com](mailto:Kcooke352@aol.com)

June 24, 2019



Amended Complaint with facts included:

1. On 11/28/17 James Cooke signed an all inclusive lease with Wilgus Associates-Realtor on lease is Sandra Putz. Besides the written lease we had a verbal agreement that "ALL" utilities would remain in the homeowners "Beil's" name and I would only pay Wilgus for the monthly electric bill. The cable, Internet, telephone, water & sewer would all be paid by the homeowner Beil. I paid Wilgus in full for 4 monthly electric bills.
2. I also paid to Wilgus all my 6 rent payments on time.
3. The realtor Crystal Dempsey who also works for Wilgus but had nothing legally to do with my lease.
4. On May 25, 2018 I called Delmarva Power to inform them that I was the tenant at 431 Lekites Av. Bethany Beach and that my move out meter reading was 11452. This is when I was first informed that the electric bill was in my name and it was opened by Crystal Dempsey from Wilgus 2 months earlier. I told Delmarva Power to turn the power off if it was in my name.
5. During the entire 6 months of my lease "NO" one from Wilgus, Delmarva Power or the Beil's contacted me about this account. I never received any bills, etc. at my legal address and or my lease address which is the same.
6. The Postmaster has provided an enclosed letter that states that no one has ever received mail at 431 Lekites Av. Bethany Beach which Delmarva Power claims it send mail to.
7. Delmarva Power also informed me on May 25, 2018 that it had none of the required papers to open an account from a realtor for a tenant. No DPL Authorization Form, No signed lease, Nothing ! PBL customer service said she didn't know how it happened.
8. Any papers provided after this date May 25, 2018 by Wilgus or Delmarva Power are Fake & Fraudulently.
9. This power account was opened fraudulently by Delmarva Power & Crystal Dempsey/Wilgus without my knowledge or consent.

## RESPONSE TO DELMARVA POWER'S ANSWERS TO FORMAL COMPLAINT

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1. Enclosed is a copy the real lease agreement between James Cooke & Wilgus. None of the Exhibit A copies are of the real signed lease!
2. What Wilgus & Delmarva Power did fraudulently behind my back without my knowledge Or consent does not make me liable for any bills.
3. Delmarva Power's own Lease Holder Authorization Form so states that a lease holder must sign and include contact information. Delmarva Power has provided no legal facts of why Wilgus isn't Bound by this form.
4. Verbal agreement with Wilgus Realtors was that "ALL" bills would remain in the Beil's name, Which they did. Cooke only paid electric bills to Wilgus as agreed.
5. Enclosed is Postmaster letter which proves Cooke never received any bills at the property Or at his legal lease address.
6. Catholic Charities and Delmarva Power had an arraignment that \$654.27 of the \$915 grant funds Would go on Beil's account and pay it forward on my lease time not backward. The balance of \$915 would be applied to another legit power bill in Cooke's name. Cooke had already paid Wilus/Beil for 4 months of electric bills. There was never a discussion about putting Beil's Power bill in Cooke's name as it was not needed.
7. The Beil's had already been paid by Cooke for 4 electric bills. So when Delmarva Power gave The Beil's backward credit the Beil's were double paid for the same bills.
8. Enclosed is Postmaster letter that proves Cooke never received any bills at the property.
9. Remains to be proven
10. Delmarva Power has failed to produce a signed legal authorization form.
11. Cooke never had any knowledge or consent of this fraudulently opened account.
12. Relief : Out of the \$915 grant , only \$260.78 was applied to a legit bill in Cooke's name. The balance of \$654.22 was given to the Beil's by Delmarva Power.

Therefore the facts speak for themselves and the Commission should enter an order In favor for the Petitioner Cooke regaining all allegations.

Respectfully,

James Cooke  
35764 Atlantic Av. #945  
Ocean View, De. 19970  
302-236-0916  
kcooke352@aol.com

cc. Ms Donna Nickerson  
Lindsay Orr  
Regina A. Iorii



March 11, 2019

To whom it may concern:

Delivery was never established, and the Postal Service has never delivered a piece of mail for any name to:

431 Lekites Ave  
Unit 5  
Bethany Beach DE 19930.

Thank you.

A handwritten signature in black ink, appearing to read "John Douds", written over a horizontal line.

John Douds  
Postmaster  
302-436-7316  
[John.r.douds@usps.gov](mailto:John.r.douds@usps.gov)





Wilgus Associates, Inc.  
P.O. Box 309 (32904 Coastal Highway)  
Bethany Beach, Delaware 19930  
(302) 539-7511 - (800) 441-8118  
[www.wilgusassociates.com](http://www.wilgusassociates.com)

## CONFIRMATION AGREEMENT

Date 11/28/2017

Rent \$2,250.00

Reservation Fee \$125.00

Security Damage Waiver ~~\$50.00~~

security deposit \$750.00

Sales tax \$157.50

Total Charges \$3,332.50

Paid \$750.00

Balance **\$2,582.50**

James Cooke  
35764 Atlantic Ave #945  
Ocean View, DE 19970

Jan 1 \$802.50  
Feb 1 \$802.50  
March 1 \$802.50  
April 1 \$802.50  
May 1 \$1492.20

Reservation Number: 69688

Arrive: 11/30/2017~ Depart: 02/28/2018

Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367

Beach Hollow ~ Bethany Beach  
431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths  
Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM.  
KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE

Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:

- It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences. Guests understand that they do not have exclusive possession and control of property during reservation period. Agent and/or Owner may inspect the property at any reasonable time. Property may be entered for the purpose of repairs at any reasonable time. Guest agrees to surrender possession of the property hereby rented at the expiration of this agreement without delay and in the same condition as it was at the commencement of this agreement except for reasonable wear and tear, acts of God, and other causes over which the Guest has no control.
- All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000. The Accidental Damage Waiver does not include: intentional acts, gross negligence or willful conduct, evidence of and/or damage caused by pets (where authorized); loss of use, damage done by unauthorized groups, lost or damage to guests' personal property or rental equipment brought onto the premises; or charges for extra cleaning. The staff of Wilgus Associates will determine all necessary repairs.
- If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee. Departure housekeeping is included and put away all pots, pans, and dishes; e) remove your linens and put comforters or spreads back on the appropriate beds; f) restore furniture to its original arrangement; g) restore balcony and decks to their original condition; h) clean outdoor grill rack (tin foil works great). Failure to comply will result in an additional charge.
- If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware. Any payment of rent made up to the time of default shall be forfeited and retained by Owner as liquidated damages for Guest's breach of contract.
- Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes. In the event Guest requests cancellation of this agreement for any reason, Agent will undertake reasonable efforts to re-rent the property. Guest must put request for cancellation in writing to the attention of Agent. If the property is rented to a third party for the same amount of the gross rent, less 15% of gross rent, will be returned to the defaulting Guest. If the property is not rented to a third party, then the defaulting Guest will remain responsible for the entire rental amount.
- Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. **\*NO REFUNDS WILL BE GIVEN.**
- If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage. The Owner may then re-enter and repair the premises. If such damage can be repaired within 48 hours thereafter, then this agreement shall not be affected.
- Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
- Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
- If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement. In such event, Agent will, if possible, sublet the premises to a third party and refund an equal portion of the sublet rent paid, less 15% commission, for subletting and if necessary, costs of repairs and cleaning to ready the premises for the next rental period.

GUEST COPY

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Wilgus Associates, Inc.  
P.O. Box 309 (32904 Coastal Highway)  
Bethany Beach, Delaware 19930  
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[www.wilgusassociates.com](http://www.wilgusassociates.com)

## CONFIRMATION AGREEMENT

Date 11/29/2017

Rent	\$2,250.00
Reservation Fee	\$125.00
security deposit	\$750.00
Sales tax	\$157.50
Total Charges	<b>\$3,282.50</b>
Paid	\$1,500.00
Balance	<b>\$1,782.50</b>

James Cooke  
35764 Atlantic Ave #945  
Ocean View, DE 19970

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Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

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